

PENDLETON COUNTY FISCAL COURT

April Term, April 14th, 2009

COURT MET PURSUANT TO ADJOURNMENT
With
HONORABLE HENRY BERTRAM, COUNTY JUDGE/EXECUTIVE
Presiding

MEMBERS PRESENT: Bobby Fogel, Stacey Wells, Alan Whaley

MEMBERS ABSENT: Gary Veirs

COUNTY ATTORNEY: Jeff Dean

Invocation was given by Judge Bertram, Pledge Allegiance lead by Judge Bertram

In Re: Agenda

Judge Bertram presented the agenda for this meeting and ask that it be amended to include item 7A. Animal Control Recognition and Item 15A. Appointment to the Planning Commission. Whereupon Squire Wells made a motion to accept the agenda as amended, seconded by Squire Whaley, motion carried.

In Re: Approval of Minutes

Pendleton County Fiscal Court Clerk, Vicky King, submitted a written report from the Fiscal Court meeting of March 24th, 2009 to the court. Squire Whaley made a motion to approve the minutes as presented seconded by Squire Fogle, motion carried.

In Re: Presentation of Treasurer's Report

Pendleton County Treasurer, Vicky King. Submitted written reports for the month of March 2009 and the Third Quarter of FY 2009 to the court. These reports were submitted for review, final determination to be made at the next regular Fiscal Court meeting.

In Re: Recognition of Dispatchers

Judge Bertram presented a proclamation to the Pendleton County dispatchers in recognition of April 13 through April 17, 2009 being "Public-Safety Telecommunications Week." Those in attendance to accept this Proclamation were: Mike Moore, Teresa Rick and Tonya Fugate. At the time of presentation Judge Bertram thanked all dispatchers for a job well done.

This was for information only. No action taken.

PROCLAMATION OF THE PENDLETON COUNTY FISCAL COURT

TO Whom All Presents Shall Come, Greetings:
Whereas, emergencies can occur at anytime that requires police, fire, search and rescue, Red Cross, emergency medical services or other emergency responders; and

Whereas, when an emergency occurs the prompt response of police officers, firefighters, rescuers and paramedics is critical to protection of life and preservation of property; and

Whereas, the safety of our police officers and firefighters is dependant upon the quality and accuracy of information obtained from citizens who telephone the Pendleton County 9-1-1 Dispatch Center; and

Whereas, Public Safety Telecommunicators are the first and most critical contact our citizens have with emergency services; and

Whereas, Public Safety Telecommunicators are the single vital link for our police officers and firefighters by monitoring their activities by radio, providing them information and insuring their safety; and

Whereas, Public Safety Telecommunicators of the Pendleton County 9-1-1 Dispatch Center have contributed substantially to the apprehension of criminals, suppression of fires, rescue of citizens and treatment of patients; and

Whereas, Public Safety Telecommunicators monitor the weather, the river and other possible hazards in the county 24 hours a day 7 days a week providing early warning to citizens; and

Whereas, Each dispatcher has exhibited compassion, understanding and professionalism during the performance of their job in the past year.

Now Therefore be it resolved, that the Fiscal Court of Pendleton County declares the week of April 13 through 17, 2009 to be "Public-Safety Telecommunications Week" in Pendleton County, in honor of the men and women whose diligence and professionalism keep our county, cities and citizens safe.

*Done in Pendleton County, Kentucky
this fourteenth day of April in the
year of our Lord two thousand and nine*

Henry W. Bertram
Pendleton County Judge/Executive

In Re: Recognition of Animal Control Officer

Judge Bertram presented a proclamation to the Pendleton County Animal Control Officer in recognition of April 13 through April 17, 2009 being “Animal Control Officer’s Week.” Gary Maxwell, Pendleton County Animal Control Officer was in attendance to accept this Proclamation. At the time of presentation Judge Bertram thanked all Officer Maxwell for a job well done.
This was for information only. No action taken.

**Proclamation
OF THE
PENDLETON COUNTY FISCAL COURT**

TO Whom All Presents Shall Come, Greetings

WHEREAS, the National Animal Control Association has designated the second week of April each year as Animal Control Appreciation Week, and

WHEREAS, the various Federal, State and Local Government Officials throughout the Country, take time to recognize, thank, and commend all Animal Control Officers for the dedicated service they provide to the citizens, various Public Safety, Public Service Agencies and Departments through the Country, and

WHEREAS, the Fiscal Court would like to express its sincere thanks and appreciation for the outstanding service the Pendleton County Animal Control Department provides on a daily basis to the citizens of the county and to various Public Safety, Public Service Agencies and Departments, and

WHEREAS, the Fiscal Court recognizes and commends the Animal Control Officer for the many dedicated and long hours of service he performs in serving this community, and for providing the highest and most efficient level of customer service, and

WHEREAS, the Fiscal Court wishes to commend all Animal Control Officers across the Nation for their service, which is in keeping with the long and distinguished tradition of the Animal Control Profession.

NOW, THEREFORE, I, Henry W. Bertram, Pendleton County Judge/Executive, on behalf of the Pendleton County Fiscal Court do hereby proclaims April 13-19, 2009 as “Animal Control Officer Week” in Pendleton County, and respectfully asks all citizens, Public Safety, Health, and Public Service Personnel alike to join in expressing their sincere thanks, gratitude and appreciation for the many long hours of outstanding service and quality performance these important individuals provide throughout the year to assure the safety and welfare of it’s citizens and that of our beloved animals.

*Done in Pendleton County, Kentucky
this fourteenth day of April, in the
year of our Lord two thousand and nine*

*Henry W. Bertram
Pendleton County Judge/Executive*

In Re: Executive Order regarding County Vehicles

Judge Bertram presented the court with an Executive Order whereby all county owned vehicles are ordered to have their engines shut off when not occupied or not in performance of its duties.
Squire Fogle made a motion to approve the Executive Order as presented, seconded by Squire Wells, motion carried.

EXECUTIVE ORDER

An executive order of and by the Pendleton County Judge/Executive whereby all county owned vehicles are hereby ordered to have their engines shut off any time that such vehicle is not occupied or not in the performance of its duties. This order is issued in order to reduce fuel consumption paid for by tax payers. Failure to comply with this order may result in progressive disciplinary action as prescribed in the county’s administrative code.

Henry W. Bertram, Pendleton
County Judge/Executive

Date

In Re: Resolution Adjusting the Price for Culvert Installation

Judge Bertram presented the Fiscal Court with a resolution whereby adjusting the price for culvert installation on county roads.
Squire Whaley made a motion to accept the resolution as presented, seconded by Squire Wells, motion carried.

**PENDLETON COUNTY FISCAL COURT
RESOLUTION**

A RESOLUTION OF THE PENDLETON COUNTY FISCAL COURT WHEREBY THE FISCAL COURT IS UPDATING THE PRICES OF CULVERTS AS LAID OUT IN THE PENDLETON COUNTY ADMINISTRATIVE CODE SECTION 7.5 SUB (E)

WHEREAS, culverts are needed along many county maintained roads in order to divert water ~~(and)~~ running over or standing on or near the road surface, and
WHEREAS, the County Road Crew installs culverts along county roads at the wishes of the property owner where he or she anticipates placing an ingress and egress, and
WHEREAS, the County charges a stipend for the installation of such culverts in order to recoup a portion of the expense, and
WHEREAS, per the Pendleton County Administrative Code, Section 7.5 Sub (E), the Pendleton County Fiscal Court, at its discretion, may establish updated prices for such aforementioned culverts in order to reflect market price adjustments, and
WHEREAS, it has been over 8 years since any price adjustment has been made for the placing and supplying of culverts to any citizens wishing to install a culvert.
NOW THEREFORE BE IT RESOLVED, that the Pendleton County Fiscal Court through the passage of this resolution sets out the pricing for culvert installation as follows:

- 1. A 24' X 15" culvert will cost the property owner or person requesting the installation the amount of \$200.00 for the culvert only.
- 2. A 24' X 18" culvert will cost the property owner or the person requesting the installation the amount of \$250.00 for the culvert only.
- 3. Installation and covering with gravel of the aforementioned culverts, if installed by the county road department, shall be at an additional cost of \$300.00 over the price of the culvert.
- 4. A surface catch culvert 24' X 15" will cost the property owner or the person requesting the installation the amount of \$1200.00 or equivalent to \$50.00 per foot.

This resolution nullifies and takes precedence over any previous resolution establishing culvert pricing.
This Resolution shall be in full force and effective immediately upon its adoption.

Adopted Date: _____
ATTEST: _____
PENDING COUNTY FISCAL COURT CLERK

HENRY W. BERTRAM
PENDLETON COUNTY JUDGE EXECUTIVE

In Re: Contract with North Key

Judge Bertram presented the court with an amended contract from North Key whereby North Key will provide School Based and Judicial services to students referred for services. This contract in no way amends any part or parts to the original contract.
Mr. Jeff Aulick sent a letter to Judge Bertram stating that he had spoken with most members of the Juvenile Crime Coalition and that it was agreed that North Key should be the counseling service for the students, as opposed to an independent organization.
Squire Wells made a motion to accept the contract amendment as presented, seconded by Squire Fogle, motion carried.

North Key

Subject: North Key
From: "Dicken, Tammy" <Tammy.Dicken@Pendleton.kyschools.us>
Date: Fri, 10 Apr 2009 12:51:47 -0400
To: "pendjud@fuse.net"
CC: "Aulick, Jeff" <Jeff.Aulick@Pendleton.kyschools.us>

Mr. Aulick asked that I let you know that after discussing the matter with most of the members of the Crime Coalition, it was agreed that North Key should be the counseling service for our students, as opposed to an independent organization.

Tammy Dicken, Secretary
Phillip A. Sharp Middle School
35 Wright Road
Butler KY 41006
Tammy.Dicken@pendleton.kyschools.us
Right is right, even if everyone is against it;
and wrong is wrong, even if everyone is for it.

-William Penn

No virus found in this incoming message.
Checked by AVG - www.avg.com
Version: 8.0.235 / Virus Database: 270.11.54/2009 - Release Date: 04/12/09 13:14:00

NORTH KEY CONTRACT AMENDMENT

This contract amends the contract entered into as of the 1st day of July, 2008, by and between Pendleton County, located at 233 Main Street, Falmouth, Kentucky ("Pendleton County"), and North Key Community Care, Inc., a Mental Health Provider having an office at 502 Farrell Drive, Covington, KY 41012-2680 ("NorthKey"). This contract amendment in no way alters or amends any part or parts to the original contract.

WITNESSETH:

WHEREAS, Pendleton County through a county ordinance passed in May, 1979, wished to have Mental Health and Mental Retardation Health care provided to its citizens; and

WHEREAS, Mental Health, Substance Abuse and Mental Retardation services are provided to all areas of The Northern Kentucky Region by and through North Key Community Care; and

WHEREAS, under ordinance # 820.01 Pendleton County wishes to contract on a yearly basis with NorthKey to provide the aforementioned services to the citizens of Pendleton County;

NOW, THEREFORE, in consideration of the above recitals and the mutual promises and covenants contained herein, the parties agree as follows:

1. Term
This amendment shall be for a period of 3 months beginning on April 3, 2009, and expiring at midnight June 30, 2009.
2. North Key Services.
a. NorthKey shall provide outpatient therapy services for the citizens of Pendleton County. These services are anticipated to be referred through Mr. Jeff Aulick, and will be in addition to those services covered under the prior agreement between NorthKey and the Pendleton County. Services may include:
✓ school-based outpatient counseling services, including therapeutic group, if deemed an appropriate treatment choice
✓ Outpatient counseling delivered to referrals from Mr. Aulick in NorthKey outpatient offices.
✓ other service that NorthKey and Pendleton County agree upon to be beneficial and financially feasible for the citizens of Pendleton County under this service agreement addendum.
b. Based upon discussions with Pendleton County representatives and records of historical service volume with a previous provider, it is anticipated that service volume demand will generally be between 25 and 40 hours per month during the school year with lesser service demand volume (between 5 and 20 hours per month) in June, July and August.
3. Payment for Services
a. Pendleton County agrees to contribute a maximum of \$6,999.99 of the tax money generated through the county Mental Health Tax to NorthKey in order to support school based services and court and state agency assigned counseling for the citizens of Pendleton County. The aforementioned services shall be determined and assigned by either the Pendleton County School System, the Cabinet for Families and Children and/or the Department for Juvenile Justice. It is agreed in this contract that Pendleton County will not contribute any funds in excess of the aforementioned \$6,999.99 to provide this service during the term of this amended contract.
b. It is understood by Pendleton County and NorthKey that the \$6999.99 paid by Pendleton County is considered supplemental support for services delivered to Pendleton County residents under this addendum and that NorthKey will seek payment/reimbursement from any and all viable payers for services rendered. This supplemental support payment will allow for the delivery of services to the most possible county residents under the terms of this addendum.
4. Indemnification
a. NorthKey shall indemnify and hold Pendleton County harmless from and against any and all claims, demands, liabilities, damages, and expenses connected therewith for injury to persons or damages to property caused by negligence of NorthKey, its agents, servants, or employees. If the indemnification provisions are determined to be inapplicable under this clause, such inapplicability shall not affect either party's right to pursue common law indemnification or contribution claims. This indemnification shall survive and continue in full force and effect, notwithstanding the expiration or termination of this Agreement.
5. Termination
A. With Cause
a. In the event either party engages in an act or omission constituting a material breach of any term or condition of the Agreement, the non-breaching party may, terminate the Agreement pursuant to the following procedure:
1) The non-breaching party shall provide the breaching party with written notice specifying the nature of the breach.

- 2) The breaching party shall have twenty (20) days following receipt of notice of the breach in which to remedy said breach.
- 3) If the breaching party fails to take corrective action within the twenty (20) day period, the non-breaching party may terminate this Agreement upon ninety (90) days written notice.

B. Early Termination

- b. Notwithstanding, Pendleton may terminate this Agreement prior to the Expiration Date upon the following conditions:
 - 1) Upon thirty (30) days' prior written notice NorthKey; and
 - 2) It is anticipated that the contract payments by Pendleton County will be made in quarterly installments to cover services for the ensuing quarter year (3 months); should termination be effective at any time within a quarter for which payment has been thusly made, NorthKey will promptly reimburse to Pendleton County the unearned amount of any such payment. Said reimbursement will be made assuming thirty (30) day months and the amount determined by multiplying the said quarterly payment by 1.111% and then multiplying that by the remaining days in the quarter.

6. Relationship of the Parties

- a. In the performance of the duties and obligations imposed on each party by this Agreement, it is mutually understood and agreed that NorthKey is at all times acting as an independent contractor with respect to Pendleton County. Pendleton County shall not have any control or direction over the manner, methods or means by which NorthKey performs its work and functions.
- b. Nothing herein shall be construed to require either party to refer any patients to the other party, and no payment or any portion of any payment hereunder is made as an inducement or compensation for referrals of patients or other business between the parties.

7. Choice of Law

This Agreement shall be interpreted according to the laws of the Commonwealth of Kentucky. Pendleton County, Kentucky shall be the sole and exclusive venue for any state court proceeding that may arise out of this Agreement.

8. No Third Party Rights

This Agreement is solely being undertaken for the benefit of the parties and citizens hereto, and is not being entered into for the benefit of any other person or entity, including, but not limited to, any patients and their representatives.

9. Notice

Any notice required or permitted to be given by this Agreement will be in writing and will be deemed given at the time it is deposited in the United States mail, postage prepaid, certified or registered mail, return receipt requested, addressed to the party to whom it is to be given as follows:

- | | |
|------------|--|
| Pendleton: | Pendleton County Courthouse
233 Main Street
Falmouth, Kentucky 41040
Attn: Henry Bertram, Judge Executive |
| NorthKey | NorthKey Community Care
503 Farrell Drive
Covington, Kentucky 41011
Attn: Owen T. Nichols, PsyD, MBA |

10. Modification

This Agreement may be amended or modified at any time and in all respects, or any provision hereof may be waived, only by an instrument in writing executed by the parties hereto.

11. Entire Agreement

This Agreement constitutes the entire agreement between the parties. There are no agreements, understandings, restrictions, warranties or representations between the parties other than those set forth herein.

12. Partial invalidity

In the event any provision of this Agreement is found to be legally invalid or unenforceable for any reason, all remaining provisions of this Agreement shall remain in full force and effect.

13. Waiver

The failure of either party in one or more instances to insist upon the performance of any of the terms of this Agreement, or to exercise the right or privilege conferred herein, or the waiver of any breach or any term of this Agreement, shall not thereafter be construed as a waiver of such terms, which shall continue in full force as if no such waiver has occurred.

14. Reporting

North Key shall report to Pendleton County on a monthly basis the number of clients served and the party assigning such service.

15. Authority

Each individual signing this Agreement on behalf of an entity hereby represents and warrants in his individual capacity that he or she has full authority to do so on behalf of such entity.

IN WITNESS WHEREOF, the parties hereto have caused this Amended Agreement to be signed and delivered by their duly authorized representatives, as of the date set forth above.

NorthKey:

Pendleton County:

By: _____
Printed Name: Owen T. Nichols, PsyD, MBA
Title: President
Date: _____

By: _____
Printed Name: Henry Bertram
Title: Judge/Executive
Date: _____

Attest: _____
Pendleton County Fiscal Court Clerk
Date: _____

In Re: Approve KACo Insurance Quote for 2009-2010

Judge Bertram presented the court with a letter from Larry Denney, ARM KACo Marketing Agent regarding the renewal premiums for KACo All Lines Fund and KACo Workers' Compensation. The insurance rates are guaranteed for a period of 3 years. Premiums will increase or decrease based upon changes in values, number of vehicles, budget and number of employees; not an increase in rates.

Squire Fogle made a motion to approve the renewal as presented, seconded by Squire Whaley, motion carried.



KENTUCKY COUNTY INSURANCE SERVICES, INC.
4229 Bardstown Road., Suite 101, Louisville, KY 40218
502-493-0925 • 877-626-5200 • Fax 502-493-0976

April 7, 2009

Hon. Henry Bertram, Judge/Executive
Pendleton Co. Fiscal Court
Courthouse Square
Falmouth, KY 41040

RE: KACo All Lines Fund Renewal Quote
KACo Workers' Compensation Fund Renewal Quote
July 1, 2009 – July 1, 2010

Dear Judge Bertram:

On behalf of the KACo Insurance Programs, I am pleased to enclose your renewal premiums for the captioned coverage's. Premiums have been based upon information that you have provided to us when you up-dated the Statement of Values Form and Employee Estimated Payroll data as requested.

Rates are guaranteed for a period of 3 years, if you choose this option. Premiums will increase/decrease based upon changes in values, number of vehicles, budget and number of employees; not you rates. This rate guarantee will expire with the 2012 renewal.

After reviewing the renewal premiums and the reasons for any changes, if you should have any questions, please do not hesitate to contact me at 1-877-626-5200. I will be available to come to a fiscal court meeting to discuss these changes, if you should so desire.

Thank you for your continued support of the KACo Insurance Programs and we look forward to serving your insurance needs again this year.

Sincerely,

Larry W. Denney, ARM
KACo Marketing Agent

KACo All Lines Fund

Premium for Policy Year July 1, 2009 – July 1, 2010	\$ 86,932
Premium for Policy Year July 1, 2008 – July 1, 2009	\$ 87,625
Percentage Increase or Decrease	- 0.8%
Dollar Increase or Decrease	- \$ 693

Reasons for Increase or Decrease

- Overall average rate decrease of 13%
- Budget increased
- Number of autos increased by 12
- Auto Values increased by 19%

KACo Workers' Compensation Fund

Premium for Policy Year July 1, 2009 – July 1, 2010	\$ 31,867
Premium for Policy Year July 1, 2008 – July 1, 2009	\$ 32,807
Percentage Increase or Decrease	- 2.9%
Dollar Increase or Decrease	- \$ 940

Reasons for Increase or Decrease

- Experience Modification factor stayed the same, but schedule credits increased to 22%
- Payrolls increased slightly
- Rate decreases in Jail & Sheriff classifications

SUMMARY**TOTAL ACCOUNT PREMIUMS** (KALF & Workers' Compensation)

Premiums for Policy Year July 1, 2009 – July 1, 2010	\$ 118,799**
Premiums for Policy Year July 1, 2008 – July 1, 2009	\$ 120,432
Percentage Increase or Decrease	- 1.40%
Dollar Increase or Decrease	- \$ 1,633

**** COVERAGES ARE QUOTED ON A PACKAGE BASIS ONLY. WE WILL NOT WRITE ONE LINE OF COVERAGE WITHOUT THE OTHER.**

NOTE:

The KACo All Lines Fund policy is for a term of July 1, 2009 – July 1, 2012 with a 3 Year RATE GUARANTEE. Premium for this policy will only be changed if values and unit exposures either increase or decrease in the ensuing policy renewals.

The Workers' Compensation Fund is for a term of one year only and will be adjusted if rates increase/decrease, payrolls increase/decrease and your Experience Modification factor increases/decreases in the ensuing policy renewals. The RATE is NOT GUARANTEED, as this is not allowed for Workers' Compensation in Kentucky.

Pendleton County Fiscal Court
2009-2010 Premium Summary

Coverage	Limit	Aggregate	Deductible	Annual Premium
General Liability	\$3,000,000	\$5,000,000	\$ 0	INCLUDED
Public Officials Liability	\$3,000,000	\$3,000,000	\$1,000	INCLUDED
Employment Practices Liability	\$3,000,000	\$3,000,000	\$1,000	INCLUDED
Law Enforcement Liability	\$3,000,000	\$5,000,000	\$1,000	INCLUDED
Automobile Liability	\$3,000,000	N/A	\$ 0	INCLUDED
Auto Physical Damage	Per SOV	N/A	\$ 500	INCLUDED
Property	Per SOV	Per SOV	\$1,000	INCLUDED
Crime	\$150,000	N/A	\$ 500	INCLUDED
Employee Dishonesty	\$150,000	N/A	\$ 250	INCLUDED
Flood (Excluding Zone A)	\$1,000,000	\$1,000,000	\$ 0	INCLUDED
Intentional Tort & Criminal Charges Defense Coverage	\$100,000	N/A	\$ 0	INCLUDED
Non Owned Auto	<input checked="" type="checkbox"/> PRIMARY <input type="checkbox"/> EXCESS ONLY			INCLUDED
	KALF Premium			\$86,932
Earthquake (if purchased)*	N/A	N/A	N/A	N/A
	Workers Comp			\$31,867
	TOTAL PREMIUM			\$118,799

Pendleton County Fiscal Court is hereby renewed with the KACo All Lines Fund for a policy term of July 1, 2009 - July 1, 2012 with a 3 year RATE Guarantee. The rates used to calculate this premium reflect at least a 2% decrease from the previous year's rates. The premium for the July 1, 2009 - July 1, 2010 policy period is summarized above.

Accepted by County Judge/Executive: _____
Date: _____

In Re: Amendment to COLT Leasing Program

Judge Bertram presented the court with a copy of a resolution and an amendment to the Interlocal Cooperation Agreement between Pendleton County and Kentucky Association of Counties Leasing, Trust. Squire Wells made a motion to approve the Resolution and Agreement as presented, seconded by Squire Whaley, motion carried.

RESOLUTION _____

COUNTY OF PENDLETON KENTUCKY

A Resolution of and by the Pendleton County Fiscal Court allowing the County Judge/Executive to sign the amendment to the Interlocal Cooperation Agreement between Pendleton County (the "County") and Kentucky Association of Counties Leasing, Trust (COLT).

Whereas, Pendleton County has entered into a Declaration of Trust, By-Laws and Interlocal Cooperation Agreement with the Kentucky Association of Counties Leasing Trust (COLT), first executed on November 9, 1988 (the "Original Agreement"), and

WHEREAS, from time-to-time over the past years amendments have been made to the initial agreement, and

WHEREAS, it has been determined that the initial agreement should be amended to allow for additional bonding support for public agencies, non-profit corporation and other legal entities.

NOW THEREFOR BE IT RESOLVED, that the Pendleton County Fiscal Court authorizes the County Judge/Executive, Henry W. Bertram, to sign and activate the attached interlocal agreement amendment on behalf of the Pendleton County Fiscal Court.

Done this _____ day of _____, 2009 at a regular scheduled Pendleton County Fiscal Court meeting.

Henry W. Bertram
Pendleton County Judge/Executive

Vicky King
Pendleton County Fiscal Court Clerk

Date: _____

PECK SHAFFER

PECK, SHAFFER & WILLIAMS LLP
ATTORNEYS AT LAW
114 WEST FIFTH STREET
SUITE A
COVINGTON, KENTUCKY 41011

TEL 505-431-7000
888-431-7513
FAX 505-431-5013
WWW.PECKSHAFFER.COM

April 3, 2009

Honorable Henry Bertram
Judge/Executive
County of Pendleton, KY
233 Main Street, Room 4
Falmouth, KY 41040

Re: First Supplemental Declaration of Trust, By-Laws and Interlocal Cooperation Agreement for the Kentucky Association of Counties Leasing Trust

Dear Judge Bertram:

Enclosed please find three copies of the First Supplemental Declaration of Trust, By-Laws and Interlocal Cooperation Agreement for the Kentucky Association of Counties Leasing Trust. The documents have been executed by The Kentucky Association of Counties Leasing Trust.

You will recall that a copy of the documents were previously recorded, however, these documents did not contain signatures for all parties to the document. It will be necessary to rerecord a fully executed copy of the document; we apologize for the inconvenience. Please sign each of the three documents where indicated. We have attached blue tags for the Judge/Executive, red tags for the Fiscal Court Clerk and yellow for the County Clerk/Deputy County Clerk. Also, please notarize where indicated.

After executing all three (3) documents, please record one copy with the County Clerk and have the recording information included on the two additional copies. Please return those two copies to the Kentucky Association of Counties Leasing Trust. If you have any questions concerning the enclosed, please do not hesitate to contact us.

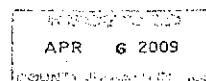
Very truly yours,

PECK, SHAFFER & WILLIAMS LLP

Per

[Signature]
Ian F. Koffler

IFK/pp
Enclosure
416241.DOC



ATLANTA CHICAGO CINCINNATI COLUMBUS COVINGTON DENVER

**FIRST SUPPLEMENTAL
DECLARATION OF TRUST, BY-LAWS AND
INTERLOCAL COOPERATION AGREEMENT FOR THE
KENTUCKY ASSOCIATION OF COUNTIES LEASING TRUST (COLT)**

WHEREAS, certain Counties in the Commonwealth of Kentucky (the "Counties") have heretofore entered into a Declaration of Trust, By-Laws and Interlocal Cooperation Agreement for the Kentucky Association of Counties Leasing Trust (CoLT), first executed on November 9, 1988 (the "Original Agreement"); and

WHEREAS, the Counties desire to enhance and expand the financing program (the "Program") established under the Original Agreement; and

WHEREAS, in order to proceed with the enhanced and expanded Program the Original Agreement must be supplemented by this First Supplemental Declaration of Trust, By-Laws and Interlocal Cooperation Agreement for the Kentucky Association of Counties Leasing Trust (the "First Supplemental Agreement");

NOW, THEREFORE, the Counties, being the undersigned signatories, hereby amend the Original Agreement and agree to be bound by the Original Agreement and this First Supplemental Agreement.

SECTION 1. Amendment to Section 1 of the Original Agreement. Section 1 of the Original Agreement is hereby amended by adding to the end thereof, the following:

In addition to the foregoing, the Trust may provide for the issuance of revenue bonds under Chapter 103 of the Kentucky Revised Statutes and any other statutes authorizing the issuance of bonds by public agencies for the aforesaid purposes and for the purposes of entering into leases or other financing agreements with, or making loans to, public agencies, nonprofit corporations and other legal entities carrying out purposes which improve the general welfare of the inhabitants of the Commonwealth of Kentucky. Furthermore, such loans may be, in addition

to the purposes outlined above with respect to pooled lease financing programs, made to provide working capital or to meet other cash flow borrowing needs of users of the Program.

SECTION 2. Amendment to Section 7 of the Original Agreement. Section 7 of the Original Agreement is hereby amended by adding to the end thereof, the following:

(K) In addition to the leases authorized above, the Trust may enter into loan agreements or other financing instruments for the same purposes as entering into leases. In addition, the Trust may enter into loan agreements or other financing instruments for the purpose of meeting the working capital and cash flow needs of users of the Program.

(L) In addition to entering into leases, loan agreements and other financing instruments with counties and other public agencies, the Trust may enter into such agreements with any governmental body, any nonprofit corporation and any other entity carrying out purposes which improve the general welfare of the inhabitants of the Commonwealth of Kentucky.

SECTION 3. Effect of First Supplemental Agreement. The provisions of this First Supplemental Agreement shall become effective immediately upon the execution and delivery hereof and this First Supplemental Agreement shall form a part of the Original Agreement and all the terms and conditions hereof shall be deemed to be part of the terms of the Original Agreement, as fully and with the same effect as if they had been set forth in the Original Agreement as originally executed and all actions heretofore taken by staff for the Trust and any agreements or obligations heretofore incurred by the Trust with respect to matters set forth in this First Supplemental Agreement are hereby affirmed, ratified and approved. Except as modified or amended by this First Supplemental Agreement, the Original Agreement, shall remain and continue in full force and effect in accordance with the terms and provisions thereof, and all the

-2-

covenants, conditions, terms and provisions of the Original Agreement shall remain in full force and effect.

SECTION 4. Miscellaneous Provisions. In case any one or more of the provisions contained in this First Supplemental Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provisions of this First Supplemental Agreement or the Original Agreement, but this First Supplemental Agreement and the Original Agreement shall be construed as if such invalid or illegal or unenforceable provision had never been contained herein or therein.

This First Supplemental Agreement may be executed in any number of counterparts, and each of such counterparts shall for all purposes be deemed to be an original; and such counterparts, or as many of them as the Counties and CoLT shall preserve undestroyed, shall, together constitute but one and the same instrument.

For identification purposes, this First Supplemental Agreement is dated as of August 1, 2007, but will be effective as to each party hereto, as of the date of execution by such party.

[Signatures begin on the following page.]

-3-

KENTUCKY ASSOCIATION OF COUNTIES
LEASING TRUST
Don Carver
CHAIR

ATTEST:

Sonya Chesser
SECRETARY

COMMONWEALTH OF KENTUCKY)
) : SS
COUNTY OF FRANKLIN)

The foregoing instrument was acknowledged before me on this 15th day of August, 2008, by *Don Carver* and *Sonya Chesser* who are the Chair and Secretary of Kentucky Association Of Counties Leasing Trust, on behalf of said Trust.

My Commission expires 4-27-2012

Don Carver
NOTARY PUBLIC, STATE AT LARGE,
KENTUCKY

This instrument prepared by:

Roger L. Peck
Roger L. Peckman, Esq.
Peck, Shaffer & Williams LLP
118 W. Fifth Street
Covington, Kentucky 41011

373181.DOC

-4-

This First Supplemental Interlocal Cooperation Agreement was properly approved by the Fiscal Court of Pendleton County on the 25th day of September, 2007.

PENDLETON COUNTY

JUDGE/EXECUTIVE

ATTEST:

FISCAL COURT CLERK

COMMONWEALTH OF KENTUCKY)
) : SS
COUNTY OF PENDLETON)

The foregoing instrument was acknowledged before me on this ___ day of ___, 2008, by ___ and ___ who are the County Judge/Executive and Fiscal Court Clerk of Pendleton County, Kentucky, on behalf of said County.

My Commission expires _____

NOTARY PUBLIC, STATE AT LARGE,
KENTUCKY

5

CERTIFICATE OF RECORDING OF COUNTY CLERK

I, the undersigned County Clerk of the County of Pendleton, Kentucky, do hereby certify that the First Supplemental Interlocal Cooperation Agreement by and among public agencies of Kentucky dated as of August 1, 2007, has been duly filed of record in Miscellaneous Book _____, Page _____, of the records of the County Clerk.

Dated: _____

COUNTY CLERK/DEPUTY COUNTY CLERK

-6-

CERTIFICATE OF RECORDING OF SECRETARY OF STATE

I, the undersigned Secretary of State of the Commonwealth of Kentucky, do hereby certify that the First Supplemental Interlocal Cooperation Agreement by and among public agencies of Kentucky dated as of August 1, 2007, has been duly filed of record in Miscellaneous Book _____, Page _____, of the records of the Commonwealth of Kentucky.

Dated: _____

SECRETARY OF STATE,
COMMONWEALTH OF KENTUCKY

37318V.DOC

7

In Re: Support Letter to KY Transportation in support of Safety Improvements at Hwy 27 & 177

Judge Bertram presented the court with a draft copy of a letter to be sent to Mr. Rob Hans, Chief District Engineer with The Kentucky Department of Transportation regarding safety issues at the Intersection of Highway 27 and Highway 177 in Butler. Because of the dangerous conditions at the aforementioned intersection this letter should stand as an official request for a safety study to be carried out at this intersection.

Squire Whaley made a motion to send this letter to Rob Hans with one correction in paragraph three, the word preformed should be changed to performed and that the letter should also be copied to Representative McKee, seconded by Squire Fogle, motion carried.



Magistrates
Alan Whaley
Bobby Fogle

Commonwealth of Kentucky

Henry W. Bertram

Pendleton County Judge/Executive
233 Main St. Room 4
Falmouth, Kentucky 41040
Ph (859) 654-4321 Fax (859) 654-5047
Cell Ph (859) 743-6559
pendjud@fuse.net
www.pendletoncounty.ky.gov



Magistrates
Gary Veirs
Stacey Wells

April 14, 2009

Rob Hans
Chief District Engineer
Department of Transportation
421 Buttermilk Pike
Covington, KY 41017

Dear Mr. Hans:

The Pendleton County Fiscal Court has had concerns with the safety of the traveling public for many years regarding traffic issues at the intersection at Highway 27 and 177 in Butler. Citizens have come to us requesting that something be done to make this intersection safer.

Because of the dangerous conditions at the intersection at Highway 27 and 177, the Pendleton County Fiscal Court would like this letter to stand as an official request for a safety study to be carried out at this intersection. We are requesting no specific action be taken, but that any and all possible measures be taken to improve safety through this busy intersection.

Please call if you have questions concerning this request. We would like the results of any study ~~performed~~ ^{performed} be provided to the fiscal court.

Thank you for considering this request.

Sincerely,

Henry W. Bertram
Pendleton County Judge/Executive

CC. Magistrates
Bill Ashcraft

In Re: Appointment of New Full Time Dispatch Employee

Mike Moore, 911 Coordinator recommended that Ashley Gosney be hired as a full time dispatch employee. Squire Wells made a motion to hire Ashley Gosney as a full time dispatch employee, seconded by Squire Whaley, motion carried.

In Re: Appointment of Brian Thompson as Deputy Flood Plain Administrator

Judge Bertram ask that Brian Thompson be appointed as Deputy Flood Plain Administrator. Squire Wells made a motion to appointment Brian Thompson as Deputy Flood Plain Administrator, seconded by Squire Fogle, motion Carried.

In Re: Appoint Roy Mains to Planning Commission

Judge Bertram recommended that Roy Mains be appointed to the Planning Commission to fulfill the unexpired term of Mr. Bob Ammerman who resigned effective 4-14-2009. Squire Fogle made a motion to appoint Roy Mains to the Planning Commission, seconded by Squire Wells, motion carried.

In Re: Budget Account Transfers

Judge Bertram presented and read the Budget Account Transfers, whereupon Squire Wells made a motion, seconded by Squire Whaley that the following Budget Account Transfers be accepted and approved as presented, motion carried.

**PENDLETON COUNTY FISCAL COURT
TUESDAY APRIL 14, 2009
7:00 PM**

COURT ORDER TRANSFERS

General Fund

Transfer from 01-9200-999 Reserve for Transfers to the following accounts:

01-5010-445	Co Clerk Office Supplies	\$ 700.00
01-5070-445	P&Z Office Supplies	\$ 100.00
01-5085-571	Co. Properties – Renewals & Repairs	\$ 100.00
01-5205-592	Maintenance & Repairs Vehicle A/C	\$ 500.00
01-5210-455	Petroleum Products	\$ 300.00
01-5210-468	Recycling & Landfill Supplies	\$ 400.00
01-7700-606	Interest on Lease	\$ 675.00
01-9100-307	State Auditing Service	\$ 1,000.00
01-9100-332	Legal Fees	\$ 3,700.00
01-9100-398	Other Contracted Services	\$10,500.00
01-9100-539	Legal Notices	\$ 500.00

Road Fund

Transfer from 02-6105-409 Crushed Stone and Gravel to the following accounts:

02-6105-447	Road Material	\$10,000.00
-------------	---------------	-------------

LGEA Fund

Transfer from 04-9200-999 Reserve for Transfers to the following accounts:

04-5135-548	Regional Hazmat WMD	\$ 1,475.00
04-5136-441	Homeland Security Machinery & Equip.	\$22,000.00

Ambulance Fund

Transfer from 09-9200-999 Reserve for Transfers to the following accounts:

09-5140-411	Custodial Supplies	\$ 200.00
09-5140-550	Medical Supplies	\$ 5,000.00
09-5140-592	Maintenance & Repairs Vehicle	\$ 500.00

INTERFUND TRANSFERS

Transfer from General Fund to Jail Fund for Operations	\$30,000.00
Transfer from General Fund to HRA Fund for Contributions	\$ 2,119.30
Transfer from Road Fund to HRA Fund for Contributions	\$ 211.93
Transfer from 911 Fund to HRA Fund for Contributions	\$ 423.86

Henry W. Bertram
Pendleton County Judge/Executive
Date: _____

Vicky J. King
Fiscal Court Clerk
Date: _____

In Re: Payment of Claims

Judge Bertram presented and reviewed the Payment of Claims. Whereupon a motion was made by Squire Wells, seconded by Squire Whaley that the following claims be allowed and ordered paid out of the following funds, motion carried.

Pendleton County Fiscal Court

Voucher Claims Register

General Fund

From: 04/14/2009 To: 04/14/2009

Batch	Account No.	Account Name	Invoice	P.O. No.	Claim Description	Amount
Voucher No. 10-5033						
		Vendor	OFFICEDEPO	OFFICE DEPOT		Voucher Date 04/14/2009
10-0114	01-5001-445-	CO. JUDGE/EXEC., OFFICE SUPPLIES		019128	OFFICE SUPPLIES JUDGES OFFICE	136.27
10-0114	01-5047-445-	TAX ADMINISTRATOR OFFICE SUPPLIES		019128	BINDER	30.77
					Voucher Totals	167.04
Voucher No. 10-5034						
		Vendor	SYLVIA MC	SYLVIA MCCLANAHAN		Voucher Date 04/14/2009
10-0114	01-5001-445-	CO. JUDGE/EXEC., OFFICE SUPPLIES		019128	OFFICE SUPPLIES	10.60
					Voucher Totals	10.60
Voucher No. 10-5036						
		Vendor	OFFICEDEPO	OFFICE DEPOT		Voucher Date 04/14/2009
10-0114	01-5001-445-	CO. JUDGE/EXEC., OFFICE SUPPLIES		019090	OFFICE SUPPLIES JUDGES OFFICE	88.36
10-0114	01-5047-445-	TAX ADMINISTRATOR OFFICE SUPPLIES		019090	OFFICE SUPPLIES TAX ADMINISTRATOR	48.82
10-0114	01-5210-445-	OFFICE SUPPLIES SOLID WASTE		019090	OFFICE SUPPLIES SOLID WASTE	4.65
					Voucher Totals	141.83
Voucher No. 10-5036						
		Vendor	FAMILY	FAMILY DOLLAR STORES		Voucher Date 04/14/2009
10-0114	01-5001-445-	CO. JUDGE/EXEC., OFFICE SUPPLIES		019112	JUDGES OFFICE SUPPLIES	6.00
10-0114	01-5080-411-	CUSTODIAL SUPPLIES		019112	COURTHOUSE CUSTODIAL SUPPLIES	15.15
					Voucher Totals	21.15
Voucher No. 10-5037						
		Vendor	DONNA ROSE	DONNA ROSE COMPANY		Voucher Date 04/14/2009
10-0114	01-5010-445-	CO. CLERK OFFICE SUPPLIES	4150	019120	RECORD BOOKS	712.00
					Voucher Totals	712.00
Voucher No. 10-5038						
		Vendor	BECKY'S FL	BECKY'S FLOWER BASKET		Voucher Date 04/14/2009
10-0114	01-5025-499-	OTHER SUPPLIES	2508	019099	FLOWERS FOR J THOMPSON	46.00
					Voucher Totals	46.00
Voucher No. 10-5039						
		Vendor	STACEYWELL	STACEY WELLS		Voucher Date 04/14/2009
10-0114	01-5025-568-	REGISTRATION/CONFERENCES		019132	CONFERENCE LODGING & TRAVEL REIMBURSEMENT	283.34
					Voucher Totals	283.34
Voucher No. 10-5040						
		Vendor	PVA	PENDLETON PROPERTY VALUATION ADMIN.		Voucher Date 04/14/2009
10-0114	01-5030-387-	P.V.A. STATUTORY CONTRIBUTION		019159	4TH QUARTER CONTRIBUTION	6,398.25
					Voucher Totals	6,398.25
Voucher No. 10-5041						
		Vendor	ST. ELIZBUS	ST. ELIZABETH BUSINESS HEALTH CENTER		Voucher Date 04/14/2009
10-0114	01-5040-445-	CO. TREASURER, OFFICE SUPPLIES		019155	DRUG & ALCOHOL SCREEN RANDOM - V. KING	54.00
					Voucher Totals	54.00
Voucher No. 10-5042						
		Vendor	SURPLUS	KENTUCKY STATE TREASURER		Voucher Date 04/14/2009
10-0114	01-5001-445-	CO. JUDGE/EXEC., OFFICE SUPPLIES		019097	OFFICE SUPPLIES	30.00
10-0114	01-5047-445-	TAX ADMINISTRATOR OFFICE SUPPLIES	85029254	019007	FILING CABINET	125.00
					Voucher Totals	155.00

Page No 1

Pendleton County Fiscal Court

Voucher Claims Register

General Fund

From: 04/14/2009 To: 04/14/2009

Batch	Account No.	Account Name	Invoice	P.O. No.	Claim Description	Amount
Voucher No. 10-5043						
		Vendor	STRAUSS	STRAUSS & TROY		Voucher Date 04/14/2009
10-0114	01-5070-599-	PLANNING - COMPREHENSIVE	6897348	019153	SERVICES FOR SIGN VIOLATION AND TEXT AMENDMENTS	175.00
					Voucher Totals	175.00
Voucher No. 10-5044						
		Vendor	CO CLERK	PENDLETON COUNTY CLERK		Voucher Date 04/14/2009
10-0114	01-5070-445-	P&Z OFFICE SUPPLIES		019127	FILING FEE FOR LAND USE RESTRICTIONS	17.00
					Voucher Totals	17.00
Voucher No. 10-5046						
		Vendor	D-C ELEVAT	D-C ELEVATOR COMPANY, INC.		Voucher Date 04/14/2009
10-0114	01-5080-571-	COURTHOUSE RENEWALS & REPAIRS	139743	019142	ELEVATOR MAINTENANCE	82.50
					Voucher Totals	82.50
Voucher No. 10-5047						
		Vendor	HENRY BERT	HENRY BERTRAM		Voucher Date 04/14/2009
10-0114	01-5001-445-	CO. JUDGE/EXEC., OFFICE SUPPLIES		019147	OFFICE SUPPLIES JUDGES OFFICE	4.24
					Voucher Totals	4.24
Voucher No. 10-5048						
		Vendor	JONGOSNEY	JON GOSNEY - ELECTRICAL SERVICES		Voucher Date 04/14/2009
10-0114	01-5085-441-	CO. PROPERTIES - MACHINERY&EQUIPMENT		019111	QUARTERLY MAINTENANCE ON RADIO TOWER EQUIPMENT	253.75
					Voucher Totals	253.75
Voucher No. 10-5049						
		Vendor	MOBILCOM	MOBILCOMM INC		Voucher Date 04/14/2009
10-0114	01-5085-441-	CO. PROPERTIES - MACHINERY&EQUIPMENT	723832	019100	MARCH MAINTENANCE CONTRACT CO COURTHOUSE	76.20
					Voucher Totals	76.20
Voucher No. 10-5050						
		Vendor	OLYMPIC	OLYMPIC CONTRACTING, INC.		Voucher Date 04/14/2009
10-0114	01-5086-571-	RENEWALS AND REPAIRS ANNEX BLDG.	6807	019143	WINDOW PANELS	1,379.43
					Voucher Totals	1,379.43
Voucher No. 10-5051						
		Vendor	MILES	RODNEY MILES - BODY SHOP		Voucher Date 04/14/2009
10-0114	01-5091-592-	MAPPING VEHICLE MAINTENANCE & REPAIRS	8922	019109	OIL CHANGE ON MAPPING VEHICLE	40.94
					Voucher Totals	40.94
Voucher No. 10-5052						
		Vendor	TRANSCARE	TRANSCARE OF KENTUCKY INC.		Voucher Date 04/14/2009
10-0114	01-5133-315-	ADVANCE LIFE SUPPORT CONTRACT		019144	ALS CONTRACT MARCH 2009	22,750.00
					Voucher Totals	22,750.00
Voucher No. 10-5053						
		Vendor	GRANTS LICK	GRANTS LICK VETERINARY HOSPITAL		Voucher Date 04/14/2009
10-0114	01-5205-385-	VETERINARY SERVICE		019129	18 EUTHANASIA	160.00
					Voucher Totals	160.00
Voucher No. 10-5054						
		Vendor	TOTAL EQUIN	TOTAL EQUINE SERVICE		Voucher Date 04/14/2009
10-0114	01-5205-403-	ANIMAL FOOD AND SUPPLIES	18473	019146	30 BALES OF HAY FOR ABUSED HORSES	150.00
					Voucher Totals	150.00
Voucher No. 10-5055						
		Vendor	FLEETONE	FLEETONE LLC		Voucher Date 04/14/2009
10-0114	01-5070-455-	P&Z PETROLEUM PRODUCTS		019140	MARCH PETROLEUM PRODUCTS	48.35

Page No 2

Pendleton County Fiscal Court

Voucher Claims Register

General Fund

From: 04/14/2009 To: 04/14/2009

Batch	Account No.	Account Name	Invoice	P.O. No.	Claim Description	Amount
10-0114	01-5205-455-	PETROLEUM PRODUCTS		019140	MARCH PETROLEUM PRODUCTS	177.32
10-0114	01-5210-455-	PETROLEUM PRODUCTS		019140	MARCH PETROLEUM PRODUCTS	130.27
Voucher Totals						355.94
Voucher No. 10-5058 Vendor BARNES BARNES HARDWARE AND LUMBER Voucher Date 04/14/2009						
10-0114	01-5205-403-	ANIMAL FOOD AND SUPPLIES		019079	KENNEL SUPPLIES	154.97
Voucher Totals						154.97
Voucher No. 10-5057 Vendor GARYMAXWEL GARY MAXWELL Voucher Date 04/14/2009						
10-0114	01-5205-573-	ANIMAL SHELTER TELEPHONE		019133	REIMBURSEMENT FOR CELL PHONE CHARGES	48.00
Voucher Totals						48.00
Voucher No. 10-5058 Vendor PAULTUEMLE PAUL TUEMLER L.P. GAS Voucher Date 04/14/2009						
10-0114	01-5205-578-	DOG KENNEL UTILITIES		019095	GAS CHARGES FOR ANIMAL SHELTER	840.00
Voucher Totals						840.00
Voucher No. 10-5059 Vendor J & L TIRE GARY HARDY / J&L TIRE SERVICE Voucher Date 04/14/2009						
10-0114	01-5205-592-	MAINTENANCE & REPAIR VEHICLE A.C.		019122	4-TIRES, 2- CALIPERS PARTS AND LABOR	522.58
Voucher Totals						522.58
Voucher No. 10-5060 Vendor CONRAD CONRAD HARDWARE AND FURNITURE Voucher Date 04/14/2009						
10-0114	01-5210-445-	OFFICE SUPPLIES SOLID WASTE	2927	019059	TELEPHONE	29.99
Voucher Totals						29.99
Voucher No. 10-5061 Vendor ACE FALMOUTH ACE HARDWARE Voucher Date 04/14/2009						
10-0114	01-5210-468-	RECYCLING & LANDFILL SUPPLIES		019085	MAILBOX REPLACEMENT	18.49
Voucher Totals						18.49
Voucher No. 10-5062 Vendor COOPER COOPER WHOLESALE, INC. Voucher Date 04/14/2009						
10-0114	01-5080-411-	CUSTODIAL SUPPLIES		019003	CUSTODIAL SUPPLIES	158.68
10-0114	01-5210-468-	RECYCLING & LANDFILL SUPPLIES	90580,80316,90823	019093	CLEANUP SUPPLIES	392.73
Voucher Totals						551.41
Voucher No. 10-5063 Vendor NAPA CARSON AUTO & TRACTOR SUPPLY, INC. Voucher Date 04/14/2009						
10-0114	01-5210-468-	RECYCLING & LANDFILL SUPPLIES	607551	019048	SOLID WASTE MATERIALS	30.12
Voucher Totals						30.12
Voucher No. 10-5064 Vendor PCHS BAND PCHS BAND BOOSTERS Voucher Date 04/14/2009						
10-0114	01-5215-368-	SOLID WASTE CONTRACTED SERVICES		019110	LITTER ABATEMENT CLEANUP	900.00
Voucher Totals						900.00
Voucher No. 10-5065 Vendor RELAY RELAY FOR LIFE Voucher Date 04/14/2009						
10-0114	01-5215-368-	SOLID WASTE CONTRACTED SERVICES		019135	LITTER ABATEMENT CLEANUP 6 MILES	500.00
Voucher Totals						500.00

Page No 3

Pendleton County Fiscal Court

Voucher Claims Register

General Fund

From: 04/14/2009 To: 04/14/2009

Batch	Account No.	Account Name	Invoice	P.O. No.	Claim Description	Amount
Voucher No. 10-5066 Vendor KNOXVILLE KNOXVILLE CHRISTIAN CHURCH Voucher Date 04/14/2009						
10-0114	01-5215-368-	SOLID WASTE CONTRACTED SERVICES		019136	LITTER ABATEMENT CLEANUP 5 MILES	500.00
Voucher Totals						500.00
Voucher No. 10-5067 Vendor PSMS "NEED" PSMS "NEED" TEAM Voucher Date 04/14/2009						
10-0114	01-5215-368-	SOLID WASTE CONTRACTED SERVICES		019137	LITTER ABATEMENT CLEANUP - 9 MILES	900.00
Voucher Totals						900.00
Voucher No. 10-5068 Vendor PCHSBOYSO PCHS BOYS SOCCER Voucher Date 04/14/2009						
10-0114	01-5215-368-	SOLID WASTE CONTRACTED SERVICES		019138	LITTER ABATEMENT CLEANUP 10 MILES	1,000.00
Voucher Totals						1,000.00
Voucher No. 10-5069 Vendor KY JR BASS KY JR BASSMASTERS Voucher Date 04/14/2009						
10-0114	01-9100-307-	STATE AUDITING SERVICES		019139	LITTER ABATEMENT CLEANUP - 10 MILES	1,000.00
Voucher Totals						1,000.00
Voucher No. 10-5070 Vendor GENEKEARNS GENE KEARNS Voucher Date 04/14/2009						
10-0114	01-5420-507-	TOURISM CONTRIBUTIONS		019098	REGINAL TOURISM MEETING TRAVEL 72 MILES @ .37 A Mi	26.64
Voucher Totals						26.64
Voucher No. 10-5071 Vendor BANKOFNEW THE BANK OF NEW YORK TRUST CO., NA Voucher Date 04/14/2009						
10-0114	01-7700-808-	INTEREST ON LEASE - COLT		019101	WATER DIST LEASE PAYMENT #144 INTEREST	313.52
Voucher Totals						313.52
Voucher No. 10-5072 Vendor CORS CORS & BASSETT ATTORNEYS Voucher Date 04/14/2009						
10-0114	01-9100-332-	LEGAL FEES	281958	019150	HOST AGREEMENT NEGOTIATIONS	3,676.50
Voucher Totals						3,676.50
Voucher No. 10-5073 Vendor DALE CRUMP DALE CRUMP Voucher Date 04/14/2009						
10-0114	01-9100-398-	OTHER CONTRACTED SERVICES		019149	APPRAISAL REVIEW (VEGE PROPERTY)	250.00
Voucher Totals						250.00
Voucher No. 10-5074 Vendor TRANSWORLD TRANSWORLD SYSTEMS INC. Voucher Date 04/14/2009						
10-0114	01-9100-398-	OTHER CONTRACTED SERVICES		018092	AMBULANCE & FIRE COLLECTIONS	6,594.00
Voucher Totals						6,594.00
Voucher No. 10-5075 Vendor MCA MEDICAL CLAIMS ASSISTANCE, INC. Voucher Date 04/14/2009						
10-0114	01-9100-398-	OTHER CONTRACTED SERVICES		018992	AMBULANCE BILLINGS 8% COLLECTED	2,440.48
Voucher Totals						2,440.48
Voucher No. 10-5076 Vendor FAL OUTLOO THE FALMOUTH OUTLOOK Voucher Date 04/14/2009						
10-0114	01-9100-539-	LEGAL NOTICES	201	019119	LEGAL ADS - COUNTY CLERKS BUDGET	281.78
10-0114	01-9100-539-	LEGAL NOTICES	204	019119	LEGAL NOTICES	693.88
10-0114	01-9100-539-	LEGAL NOTICES	603	019110	LEGAL NOTICES - SHERIFF'S DELINQ. TAXES	4,928.31
Voucher Totals						5,903.77

Page No 4

Pendleton County Fiscal Court
Voucher Claims Register

General Fund
From: 04/14/2009 To: 04/14/2009

Batch	Account No.	Account Name	Invoice	P.O. No.	Claim Description	Amount
Voucher No.	10-5077	Vendor	PUBLIC ENT	PUBLIC ENTITY INSURANCE CORP		
10-0114	01-9100-631-	BOND PREMIUMS		019130	INCREASE CONTRACT BOND - PHILLIP HART	84.25
Voucher Totals						84.25
44 Vouchers Printed Totalling						59,716.93

Pendleton County Fiscal Court
Voucher Claims Register

Road Fund
From: 04/14/2009 To: 04/14/2009

Batch	Account No.	Account Name	Invoice	P.O. No.	Claim Description	Amount
Voucher No.	10-5078	Vendor	HILLTOP	HILLTOP STONE LLC		
10-0214	02-6105-409-	CRUSHED STONE & GRAVEL		023534	CRUSHED STONE AND GRAVEL	1,213.40
Voucher Totals						1,213.40
Voucher No.	10-5079	Vendor	FLEETONE	FLEETONE LLC		
10-0214	02-6105-455-	PETROLEUM PRODUCTS		023545	MARCH PETROLEUM PRODUCTS	2,285.50
Voucher Totals						2,285.50
Voucher No.	10-5080	Vendor	OFFICEDEPO	OFFICE DEPOT		
10-0214	02-6105-447-	ROAD MATERIALS	469106837-001	023531	ROAD MATERIALS	23.55
Voucher Totals						23.55
Voucher No.	10-5081	Vendor	COUNTRYSID	COUNTRYSIDE TRACTOR AND SUPPLY, LLC		
10-0214	02-6105-447-	ROAD MATERIALS		023546	HOSE	6.26
Voucher Totals						6.26
Voucher No.	10-5082	Vendor	ACE	FALMOUTH ACE HARDWARE		
10-0214	02-6105-447-	ROAD MATERIALS		023529	ROAD MATERIAL	93.02
Voucher Totals						93.02
Voucher No.	10-5083	Vendor	ANDER. EQU	ANDERSON'S EQUIPMENT CO.		
10-0214	02-6105-447-	ROAD MATERIALS		023528	ROAD MATERIALS	362.18
Voucher Totals						362.18
Voucher No.	10-5084	Vendor	RUMPKE	RUMPKE OF KENTUCKY INC.		
10-0214	02-6105-447-	ROAD MATERIALS		023515	CHIPS - FROM FEBRUARY ICE STORM	1,921.51
Voucher Totals						1,921.51
Voucher No.	10-5085	Vendor	MEYER TRUC	MEYER TRUCK EQUIPMENT		
10-0214	02-6105-447-	ROAD MATERIALS	43039	023549	ROAD MATERIALS	162.53
Voucher Totals						162.53
Voucher No.	10-5086	Vendor	BOWLING	BOWLING CONSTRUCTION		
10-0214	02-6105-447-	ROAD MATERIALS	173053	023543	FEMA-ICE STORM SHELTER GUTTERS	643.00
Voucher Totals						643.00
Voucher No.	10-5087	Vendor	KY MOTOR	KENTUCKY MOTOR SERVICE FALMOUTH		
10-0214	02-6105-447-	ROAD MATERIALS		023497	ROAD MATERIALS	1,609.30
Voucher Totals						1,609.30
Voucher No.	10-5088	Vendor	WYATT'S	WYATT'S SUPERVALU		
10-0214	02-6105-447-	ROAD MATERIALS		023506	CUSTODIAL SUPPLIES	66.06
Voucher Totals						66.06
Voucher No.	10-5089	Vendor	NAPA	CARSON AUTO & TRACTOR SUPPLY, INC.		
10-0214	02-6105-447-	ROAD MATERIALS		023507	MARCH SUPPLIES	397.82
Voucher Totals						397.82

Pendleton County Fiscal Court
Voucher Claims Register

Road Fund
From: 04/14/2009 To: 04/14/2009

Batch	Account No.	Account Name	Invoice	P.O. No.	Claim Description	Amount
Voucher No.	10-5090	Vendor	BARNES	BARNES HARDWARE AND LUMBER	Voucher Date	04/14/2009
10-0214	02-6105-447-	ROAD MATERIALS		023539	ROAD MATERIALS	114.49
					Voucher Totals	114.49
Voucher No.	10-5091	Vendor	TRUCK & TR	TRUCK AND TRAILER SUPPLY	Voucher Date	04/14/2009
10-0214	02-6105-447-	ROAD MATERIALS		023532	MARCH PARTS AND SUPPLIES	106.23
					Voucher Totals	106.23
Voucher No.	10-5092	Vendor	MOBIL.COM	MOBILCOMM INC	Voucher Date	04/14/2009
10-0214	02-6105-447-	ROAD MATERIALS		023536	APRIL RADIO SERVICE CONTRACT	105.00
					Voucher Totals	105.00
Voucher No.	10-5093	Vendor	FALMOUTH	CITY OF FALMOUTH	Voucher Date	04/14/2009
10-0214	02-6105-447-	ROAD MATERIALS		023530	RENTAL FOR USE OF CHIPPER	2,552.00
					Voucher Totals	2,552.00
Voucher No.	10-5094	Vendor	J&N ELECTR	J & N ELECTRONICS	Voucher Date	04/14/2009
10-0214	02-6105-447-	ROAD MATERIALS		023527	ROAD MATERIALS	74.66
					Voucher Totals	74.66
Voucher No.	10-5095	Vendor	BANKOFNEW	THE BANK OF NEW YORK TRUST CO., NA	Voucher Date	04/14/2009
10-0214	02-7700-606-	INTEREST ON TRUCK LEASE		023537	LEASE PAYMENT #10 DUMP TRUCK	334.91
					Voucher Totals	334.91
					18 Vouchers Printed Totalling	12,071.51

Pendleton County Fiscal Court
Voucher Claims Register

Jail Fund
From: 04/14/2009 To: 04/14/2009

Batch	Account No.	Account Name	Invoice	P.O. No.	Claim Description	Amount
Voucher No.	10-5096	Vendor	BOONEJAIL	BOONE COUNTY JAIL	Voucher Date	04/14/2009
10-0314	03-5101-314-	CONTRACT WITH OTHER COUNTIES		031595	MARCH INMATE HOUSING 402 DAYS @ \$35 PER DAY	14,070.00
					Voucher Totals	14,070.00
Voucher No.	10-5097	Vendor	SHERIFF	PENDLETON COUNTY SHERIFF	Voucher Date	04/14/2009
10-0314	03-5101-399-	MISCELLANEOUS CONTRACTUAL SERVICES		031598	APRIL JAIL TRANSPORT SALARIES - 2 OFFICERS	5,323.57
					Voucher Totals	5,323.57
Voucher No.	10-5098	Vendor	SHERIFF	PENDLETON COUNTY SHERIFF	Voucher Date	04/14/2009
10-0314	03-5101-455-	PETROLEUM PRODUCTS - GAS, OIL, ETC.		031596	MARCH TRANSPORT 2650 MILES @ .35 A MILE	927.50
					Voucher Totals	927.50
Voucher No.	10-5099	Vendor	FLEETONE	FLEETONE LLC	Voucher Date	04/14/2009
10-0314	03-5101-455-	PETROLEUM PRODUCTS - GAS, OIL, ETC.		031594	MARCH PETROLEUM PRODUCTS	586.52
					Voucher Totals	586.52
Voucher No.	10-5100	Vendor	ROYTAILORU	ROY TAILOR UNIFORM	Voucher Date	04/14/2009
10-0314	03-5101-481-	STAFF UNIFORMS		031592	STAFF UNIFORMS	1,010.78
					Voucher Totals	1,010.78
Voucher No.	10-5101	Vendor	J & L TIRE	GARY HARDY / J&L TIRE SERVICE	Voucher Date	04/14/2009
10-0314	03-5101-592-	MAINTENANCE & REPAIR - VEHICLES		031580	MAINTENANCE ON TRANSPORT VEHICLES	138.20
					Voucher Totals	138.20
Voucher No.	10-5102	Vendor	KEN KELS	KEN KELS	Voucher Date	04/14/2009
10-0314	03-5101-599-	MISCELLANEOUS EXPENSE		031593	REIMBURSEMENT FOR TRANSPORT EXPENSES	12.35
					Voucher Totals	12.35
					7 Vouchers Printed Totalling	22,068.92

Pendleton County Fiscal Court
Voucher Claims Register

L.G.E.A. Fund
From: 04/14/2009 To: 04/14/2009

Batch	Account No.	Account Name	Invoice	P.O. No.	Claim Description	Amount
Voucher No. 10-5103 Vendor FALMOUTH CITY OF FALMOUTH Voucher Date 04/14/2009						
10-0414	04-5120-507-	FIRE DEPARTMENT CONTRIBUTIONS		042015	MARCH FIRE RUNS	11,635.00
					Voucher Totals	11,635.00
Voucher No. 10-5104 Vendor ACE FALMOUTH ACE HARDWARE Voucher Date 04/14/2009						
10-0414	04-5135-411-	CUSTODIAL SUPPLIES		042017	MARCH CUSTODIAL SUPPLIES	20.98
					Voucher Totals	20.98
Voucher No. 10-5105 Vendor SEARCH PENDLETON COUNTY SEARCH & RESCUE INC. Voucher Date 04/14/2009						
10-0414	04-5135-348-	HAZMAT & WATER RESCUE PROGRAM		042020	CONTRIBUTION FOR INSURANCE	2,967.89
					Voucher Totals	2,967.89
Voucher No. 10-5108 Vendor FLEETONE FLEETONE LLC Voucher Date 04/14/2009						
10-0414	04-5135-455-	EM PETROLEUM PRODUCTS		042018	MARCH PETROLEUM PRODUCTS	112.76
					Voucher Totals	112.76
Voucher No. 10-5107 Vendor NKRHWMD NORTHERN KENTUCKY REGIONAL HAZMAT/WMD RE Voucher Date 04/14/2009						
10-0414	04-5135-548-	REGIONAL HAZMAT WMD		042010	2006-2008 PER CAPITA CONTRIBUTION	1,461.10
					Voucher Totals	1,461.10
Voucher No. 10-5108 Vendor INTERACT INTERACT SYSTEMS Voucher Date 04/14/2009						
10-0414	04-5136-441-	HOMELAND SECURITY MACHINERY & EQUIP.		041942	BIO-KEY SOFTWARE FOR MDT'S	2,920.00
					Voucher Totals	2,920.00
Voucher No. 10-5109 Vendor IND.COMM. INDEPENDENCE COMMUNICATIONS, INC. Voucher Date 04/14/2009						
10-0414	04-5136-441-	HOMELAND SECURITY MACHINERY & EQUIP.		041968	MDT EQUIPMENT & INSTALLATION	18,852.39
					Voucher Totals	18,852.39
Voucher No. 10-5110 Vendor OFFICEDEPO OFFICE DEPOT Voucher Date 04/14/2009						
10-0414	04-5405-445-	OFFICE EXPENSES		042016	OFFICE SUPPLIES	49.06
					Voucher Totals	49.06
					8 Vouchers Printed Totalling	38,018.15

Pendleton County Fiscal Court
Voucher Claims Register

Ambulance Fund
From: 04/14/2009 To: 04/14/2009

Batch	Account No.	Account Name	Invoice	P.O. No.	Claim Description	Amount
Voucher No. 10-5111 Vendor PEND EMS PENDLETON COUNTY EMS, INC. Voucher Date 04/14/2009						
10-0914	09-5140-303-	AMBULANCE SERVICE		092488	MARCH 2ND RUNS, 3 RUNS @ \$80 +INSURANCE, TAXES	294.36
					Voucher Totals	294.36
Voucher No. 10-5112 Vendor TRISTLAUND TRI-STATE HEALTH CARE LAUNDRY Voucher Date 04/14/2009						
10-0914	09-5140-330-	LAUNDRY SERVICE	031609-711,033109-71	092485	LAUNDRY BIO HAZZARD, PROCESSING	442.75
					Voucher Totals	442.75
Voucher No. 10-5113 Vendor TERMINIX TERMINIX PROCESSING CENTER Voucher Date 04/14/2009						
10-0914	09-5140-348-	PEST CONTROL		092459	ANNUAL PEST CONTROL AMBULANCE QRTS	228.00
					Voucher Totals	228.00
Voucher No. 10-5114 Vendor WYATT'S WYATT'S SUPERVALU Voucher Date 04/14/2009						
10-0914	09-5140-411-	CUSTODIAL SUPPLIES		092447	CUSTODIAL SUPPLIES AMBULANCE QRTS	138.03
					Voucher Totals	138.03
Voucher No. 10-5115 Vendor ACE FALMOUTH ACE HARDWARE Voucher Date 04/14/2009						
10-0914	09-5140-411-	CUSTODIAL SUPPLIES		092448	CUSTODIAL SUPPLIES AMBULANCE QRTS	143.00
					Voucher Totals	143.00
Voucher No. 10-5116 Vendor MOBILCOM MOBILCOMM INC Voucher Date 04/14/2009						
10-0914	09-5140-441-	MACHINERY & EQUIPMENT		092471	REPAIRS TO EQUIPMENT	292.72
					Voucher Totals	292.72
Voucher No. 10-5117 Vendor MOBILCOM MOBILCOMM INC Voucher Date 04/14/2009						
10-0914	09-5140-441-	MACHINERY & EQUIPMENT		092487	APRIL MAINTENANCE RADIO SERVICE CONTRACT	218.50
					Voucher Totals	218.50
Voucher No. 10-5118 Vendor OFFICEDEPO OFFICE DEPOT Voucher Date 04/14/2009						
10-0914	09-5140-445-	OFFICE SUPPLIES		092474	OFFICE SUPPLIES	189.49
					Voucher Totals	189.49
Voucher No. 10-5119 Vendor FLEETONE FLEETONE LLC Voucher Date 04/14/2009						
10-0914	09-5140-455-	GAS, OIL, ETC		092475	MARCH PETROLEUM PRODUCTS	1,068.81
					Voucher Totals	1,068.81
Voucher No. 10-5120 Vendor LIFESTARRE LIFE STAR RESCUE INC Voucher Date 04/14/2009						
10-0914	09-5140-550-	MEDICAL SUPPLIES		092458	AMBULANCE EQUIPMENT	1,206.58
					Voucher Totals	1,206.58
Voucher No. 10-5121 Vendor SCOTT-GRO SCOTT-GROSS COMPANY, INC. Voucher Date 04/14/2009						
10-0914	09-5140-550-	MEDICAL SUPPLIES		092482	SMALL CYLINDERS AND OXYGEN	524.33
					Voucher Totals	524.33
Voucher No. 10-5122 Vendor AED PROFES AED PROFESSIONALS Voucher Date 04/14/2009						
10-0914	09-5140-550-	MEDICAL SUPPLIES	743	092481	LP 500 AED UNIT	2,379.00
					Voucher Totals	2,379.00

Pendleton County Fiscal Court
Voucher Claims Register

Ambulance Fund
From: 04/14/2009 To: 04/14/2009

Batch	Account No.	Account Name	Invoice	P.O. No.	Claim Description	Amount
Voucher No. 10-5123 Vendor ANDER. EQU ANDERSON'S EQUIPMENT CO. Voucher Date 04/14/2009						
10-0914	09-5140-563-	POSTAGE COSTS		092490	SHIPPING UPS	17.50
Voucher Totals						17.50
Voucher No. 10-5124 Vendor MEDICALMUT MEDICAL MUTUAL Voucher Date 04/14/2009						
10-0914	09-5140-567-	REFUNDS		092472	REFUND RAYMOND BOODRY ACCOUNT	60.00
Voucher Totals						60.00
Voucher No. 10-5125 Vendor MEDICALMUT MEDICAL MUTUAL Voucher Date 04/14/2009						
10-0914	09-5140-567-	REFUNDS		092456	REFUND ON AYRUS HALL ACCOUNT	493.57
Voucher Totals						493.57
Voucher No. 10-5126 Vendor CONRAD CONRAD HARDWARE AND FURNITURE Voucher Date 04/14/2009						
10-0914	09-5140-571-	RENEWALS & REPAIRS		092467	SCANNER ANTENNA & HARDWR	23.48
Voucher Totals						23.48
Voucher No. 10-5127 Vendor NAPA CARSON AUTO & TRACTOR SUPPLY, INC. Voucher Date 04/14/2009						
10-0914	09-5140-592-	MAINTENANCE & REPAIRS - VEHICLES		092449	VEHICLE MAINTENANCE & REPAIRS	126.30
Voucher Totals						126.30
Voucher No. 10-5128 Vendor NORTON TIM NORTON AUTO SERVICE L.L.C. Voucher Date 04/14/2009						
10-0914	09-5140-592-	MAINTENANCE & REPAIRS - VEHICLES		092473	WORK ON 2007 CHEVROLET C4500	63.00
Voucher Totals						63.00
Voucher No. 10-5129 Vendor GALLSINC GALLS INCORPORATED Voucher Date 04/14/2009						
10-0914	09-5140-592-	MAINTENANCE & REPAIRS - VEHICLES		092468	AMBULANCE SUPPLIES	174.87
Voucher Totals						174.87
10 Vouchers Printed Totalling						8,672.28

Pendleton County Fiscal Court
Voucher Claims Register

911 Fund Fund
From: 04/14/2009 To: 04/14/2009

Batch	Account No.	Account Name	Invoice	P.O. No.	Claim Description	Amount
Voucher No. 10-5130 Vendor T. RICK TERESA RICK Voucher Date 04/14/2009						
10-7514	75-5145-559-	911 STAFF TRAINING		751144	REIMBURSEMENT FOR TRAINING EXPENSES	37.60
Voucher Totals						37.60
1 Vouchers Printed Totalling						37.60

Pendleton County Fiscal Court

Voucher Claims Register

MH/MR Fund Fund

From: 04/14/2009 To: 04/14/2009

Batch	Account No.	Account Name	Invoice	P.O. No.	Claim Description	Amount
Voucher No.	10-5131	Vendor	NORTH KEY	NORTH KEY COMMUNITY CARE	Voucher Date	04/14/2009
10-8814	88-5233-343	GENERAL HEALTH - MH/MR		880112	4TH QUARTER CONTRIBUTION	29,633.50
Voucher Totals						29,633.50
1 Vouchers Printed Totalling						29,633.50

Page No 1

In Re: Closing Remarks

Judge Bertram presented the court with information on a March Against Drugs to be held on May 9, 2009 @ 1:00 PM, sponsored by the Falmouth Festival Committee.

MARCH AGAINST DRUGS

May 9, 2009 @ 1:00 pm

LEARN WHAT YOU CAN DO TO STOP DRUGS

The March will be led by Peoples Funeral Home and will begin at the intersection of Shelby & Main Streets and will end at the Falmouth Fair Grounds where there will be

Guest Speakers

Fatal Vision (driving under influence simulator)

Demo by "Zillian"- Pendleton Co Sheriff's Office K9 Dog

Drunk driving wreck simulation by Falmouth Fire Dept

Information Booths and Other Misc. Activities



Contact Info:

April DeFalco 859-445-1187 or
Mary McDowell 859-609-9639

Judge Bertram informed the court that the date for the Surplus Auction has been changed to May 1, 2009.

In Re: Closed Session

At 7:55 PM Squire Whaley made a motion to go into Closed Session Per KRS 61.810(1) (f) to discuss a personnel matter, seconded by Squire Wells, motion carried.

In Re: Open Session

AT 8:50 PM Squire Whaley made a motion to return to open session seconded by Squire Wells, motion carried.

County Attorney Jeff Dean stated that during closed session a personnel matter had been discussed and that no action was taken.

Judge Bertram informed the court that Mike Moore, 911 Coordinator had recommended the dismissal of employee James Jones due to two serious infractions that could have been detrimental to the police officers involved; Judge Bertram also informed the court that he had prepared a letter of intent to dismiss this employee and that the employee has been suspended without pay pending the outcome of this meeting.

After several minutes of discussion Squire Wells made a motion not to dismiss the employee at this time, but that it be made clear that any future write ups, warnings , mistakes, etc. would result in immediate dismissal, motion seconded by Squire Whaley, motion carried with Judge Bertram opposing the motion.

In Re: Adjournment

Squire Wells made a motion, seconded by Squire Whaley that this meeting be adjourned to meet again in regular session on April 28, 2009, subject to any called meetings, motion carried.

ATTEST:

Henry W. Bertram

Pendleton County Fiscal Court Clerk